CONSTITUTION

OF THE

SELDOVIA VILLAGE TRIBE

PREAMBLE

We, a group of Alaska Natives, residents of the State of Alaska, and citizens of the United States, constitute the Seldovia Village Tribe, Seldovia, Alaska, and by this declaration, we assert our freedom as a people with the common bond of residence in or association with the community of Seldovia, Alaska, and as such, we ordain and institute this Constitution to promote our Tribe's social, economic and cultural progress, pursuant to the Indian Reorganization Act of June 18, 1934 (49 Stat. 984), as amended.

ARTICLE I. NAME

This is the Constitution for the Seldovia Village Tribe.

ARTICLE II. TERRITORY

SECTION 1. TERRITORY. The exterior boundaries of Seldovia Village Tribe shall coincide with the lands selected under the Alaska Native Claims Settlement Act for the Native Village of Seldovia and any other lands acquired by the Tribe, and any Indian Country as may exist within the boundaries of the selected lands, including townsite lots and allotments subject to Federal restrictions on alienation.

ARTICLE III. JURISDICTION

The Seldovia Village Tribe shall have jurisdiction to the fullest extent possible over all lands and people within its territory to the extent such jurisdiction does not violate Federal or Seldovia Village Tribal law.

ARTICLE IV. MEMBERSHIP

SECTION 1. BASE MEMBERSHIP. Any living person of Alaska Native descent whose name appears on the Department of the Interior roll for the Native Village of Seldovia under the Alaska Native Claims Settlement Act shall be enrolled as a base member in the Seldovia Village Tribe, unless any such person shall in writing request not to be so enrolled.

SECTION 2. QUALIFICATIONS FOR VOTING MEMBERSHIP. Any blood descendent of any person who was originally enrolled to the Native Village of Seldovia under the Alaska Native Claims Settlement Act may, upon application, be enrolled as a voting member of the Seldovia Village Tribe. All base members are voting members.

SECTION 3. QUALIFICATIONS FOR NON-VOTING MEMBERSHIP. Any persons of Alaska Native descent may, by adoption, be enrolled as a non-voting member of the Seldovia Village Tribe if:

(a) They are a citizen of the United States of America; and

(b) They have physically resided in Seldovia for a period at least one (1) year immediately prior to the date of their adoption into the Tribe.

SECTION 4. DUAL ENROLLMENT. A member of the Seldovia Village Tribe may also be a member of another tribe.

SECTION 5. LOSS OF MEMBERSHIP. Any member may willingly give up his membership, or his membership may be taken away for good reason by the Tribe.

ARTICLE V. GOVERNING BODY

SECTION 1. NAME. The governing body of the Seldovia Village Tribe shall be the Seldovia Tribal Council.

SECTION 2. COMPOSITION. The Council shall consist of nine (9) members who shall be elected by a majority vote of qualified members of the Tribe at their annual election or meeting. Until the first election under this Constitution, the members of the existing Seldovia Village Traditional Council shall serve as the interim Seldovia Tribal Council.

SECTION 3. OFFICERS. The officers shall include a President, Vice-President, and Secretary/Treasurer who shall be elected annually by the members of the Council from among their number. The Council may appoint such other officers as may be necessary from time to time either from within or outside the Council.

SECTION 4. TERM OF OFFICE. The terms of the President, Vice-President, and Secretary/Treasurer shall be one year. Except as may be necessary to establish and maintain the staggered terms of the Council, all Council members shall serve three (3) year terms. All officers serve at the pleasure of the Council.

SECTION 5. ASSUMPTION OF OFFICE. All Council members shall take office immediately upon certification of the election.

SECTION 6. CONFLICT OF INTEREST. No member of the Council shall participate in any discussion or vote in any matter relating to the member or to his or her immediate family. A Council member may be hired by the Council to work for the tribal government but while so employed he or she shall abstain from participation on matters pertaining to his or her employment. "Immediate family" means, whether by blood or adoption, a father, mother, brother, sister, wife, husband, son or daughter.

ARTICLE VI. MEETINGS AND ELECTIONS

SECTION 1. ELIGIBLE VOTING MEMBERS. Any duly enrolled voting member of the Seldovia Village Tribe eighteen (18) years of age or older shall be eligible to vote in all Tribal elections.

SECTION 2. QUALIFICATION OF CANDIDATES. Only voting members shall be eligible to become candidates for election to membership on the Council and serve in that capacity. No person shall be a candidate for more than one (1) position in any election. Any person convicted of a felony in Federal or state court or who shall be removed or recalled from office under Article IX, shall be ineligible to serve as a member of the Council for a period of five (5) years after their conviction, removal or recall.

SECTION 3. REGULAR OR SPECIAL MEETINGS OR ELECTIONS. The regular meeting or election of the Seldovia Village Tribe shall be held at least once annually in Seldovia. The date, time and place of such meetings or elections shall be determined by the Council. Special meetings or elections may be called by the President and shall be called upon receipt of a petition signed by at least thirty percent (30%) of the eligible voting members of the Seldovia Village Tribe.

SECTION 4. FIRST ELECTION. As soon as practicable after the adoption of this Constitution, the existing Seldovia Traditional Council shall call an election or meeting to elect the first members to the Council authorized under this Constitution. For this election or meeting only, the Traditional Council shall appoint an election committee, none of whose members may be Council candidates.

SECTION 5. STAGGERED TERMS. At the first election or meeting, the terms of the Council members shall be staggered according to the number of votes each candidate receives. The three (3) candidates receiving the highest number of votes shall serve three (3) year terms; the three (3) candidates receiving the next highest number of votes shall serve two (2) year terms, and the three (3) candidates receiving the next highest number of votes shall serve one (1) year terms. Thereafter each candidate shall be elected to three (3) year terms except as may thereafter be necessary to maintain the staggered terms established under this Constitution.

SECTION 6. ELECTION ORDINANCE. As soon as practicable after the adoption of this Constitution, the Council shall enact a tribal election ordinance. The ordinance shall, consistent with this Constitution, include provisions for conducting all tribal elections by secret and absentee balloting, nomination of candidates, maintenance of a current list of eligible voters, the settling of election disputes and other matters related to the conduct of elections.

Further, the ordinance shall spell out the procedure and format to be used whenever it is necessary to submit petitions for any purpose to the Council and set forth a procedure for determining the validity of such petitions.

SECTION 7. ELECTION COMMITTEE. There shall be an election committee consisting of three (3) members appointed by the Council for each tribal election or meeting, whose duties shall be to supervise, administer and conduct the election. The election committee shall serve from the time of their appointment, until certification of the election for which the committee was appointed. The election committee shall certify the election of tribal officials immediately after the election. No member of the election committee shall at the same time be a member of the Council or a candidate for a position on the Council.

SECTION 8. QUORUM OF VOTING MEMBERS. A quorum of the voting members shall consist of ten percent (10%) of eligible voters voting either in person or by absentee ballot. Except where otherwise required by this Constitution, any action requiring a vote of the eligible voting members requires the attendance at a meeting or vote in an election of at least a quorum to be effective.

ARTICLE VII. DUTIES OF OFFICERS

SECTION 1. PRESIDENT. The President shall preside at all meetings of the Tribe and of the Council and shall execute on behalf of the Tribe all contracts, leases, or other documents approved by the Council. The President shall vote in matters before the Council, and shall have general supervision of all other officers, employees and committees of the Tribe and see that their duties are properly performed. When the Council is not in session, the President shall be the official representative of the Tribe.

SECTION 2. VICE PRESIDENT. The Vice President shall assist the President when called upon to do so. In the absence of the President, the Vice-President shall preside and when so presiding shall have all the rights, privileges, duties and responsibilities of the President.

SECTION 3. SECRETARY/TREASURER. The Secretary/Treasurer shall keep the minutes of all meetings and shall attest to the enactment of all resolutions and ordinances. The Secretary/Treasurer shall issue notices of all meetings and elections and conduct all general correspondence as directed by the Council. The Secretary/Treasurer shall carry out the financial directives of the Council, receive all monies and keep an accurate account of the receipts and disbursements. Funds shall be deposited in the Seldovia Village Tribe account in a local bank selected by the Council where depositors' funds are insured by the Federal Deposit Insurance Corporation or the equivalent. All disbursements shall be made by check in accordance with resolutions of the Council.

If requested, the Secretary/Treasurer shall file a bond satisfactory to the Council. The Council shall authorize payment of the annual bond premium from tribal funds. The Secretary/Treasurer shall give a financial report to the Council once a month, and all financial records shall be available for inspection by any member of the Tribe. At the expiration of his term in office, the Secretary/Treasurer shall turn over all the records and papers in his possession to his successor or to the Council.

ARTICLE VIII. COUNCIL MEETINGS

SECTION 1. MEETINGS. Regular meetings of the Council shall be held at least quarterly; the time, place and date to be designated by the Council. Special meetings of the Council may be called by the President and shall be called by him upon receipt of a request signed by at least four (4) members of the Council and when so called, the Council shall have power to transact business as in regular meetings, Provided, That a quorum is present.

SECTION 2. QUORUM. A quorum of the Council shall consist of five (5) members of the Council. Except as otherwise provided in this Constitution, no business shall be transacted unless a quorum is present.

SECTION 3. PUBLIC MEETINGS. All meetings of the Council shall be open to the membership of the Seldovia Village Tribe; Provided, However, That the Council may recess at its discretion to discuss any matter in a closed or executive session, if the general subject matter to be discussed is expressed in the motion calling for such session and no final or official action is taken thereon in the closed or executive session.

SECTION 4. PERMANENT ORDINANCES. All final decisions of the Council on matters of general or permanent interest to members of the Tribe shall be embodied in ordinances. The ordinances shall be collected and made available to tribal members and others affected upon reasonable request.

SECTION 5. TEMPORARY RESOLUTIONS. All final decisions of the Council on matters of temporary interest shall be embodied in resolutions. Resolutions shall be collected and made available to tribal members and other affected persons upon request.

SECTION 6. PARLIAMENTARY PROCEDURES. All meetings shall be conducted in accordance with rules adopted by the Council.

ARTICLE IX. REMOVAL, RECALL, FORFEITURE, AND VACANCIES

SECTION 1. REMOVAL. Any Council member found guilty by the Council of behavior involving gross misconduct in office or neglect of duty shall be removed from office if at least six (6) members of the Council vote in favor of such removal. Voting must be by secret ballot and the President, unless accused, is entitled to vote. The accused shall have no right to cast a ballot. Before any vote for removal is taken, the person subject to removal shall be given a written statement of the charges against him or her at least ten (10) days before the meeting of the Council at which the person is to appear and the person shall be given the opportunity to answer any and all charges at the designated Council meeting. If the person subject to removal fails to appear before the Council, the Council shall proceed with the vote as scheduled. The decision of the Council shall be final. No member of the Council shall preside over the meeting at which his or her removal is being considered.

SECTION 2. RECALL. Voting members shall have the power to recall any member of the Council. The recall process shall be initiated by filing a valid petition with the Council asking for such recall, signed by at least thirty percent (30%) of the eligible voters, and setting forth the reasons for the petition. Within thirty (30) days after receipt of a valid recall petition, the Council shall call and conduct an election to consider the recall of the member named in the petition. Once an individual has been subjected to recall proceedings, that person shall not again be subject to such action during the balance of their current term in office.

SECTION 3. FORFEITURE. If any member of the Council shall be found guilty of a felony in any Federal or state court, shall die, resign or is absent for three (3) consecutive meetings without being excused by the Council, the member shall automatically forfeit their office and membership on the Council.

SECTION 4. VACANCIES. Any office which has been vacated, whether it be by removal, recall or forfeiture, shall be filled by appointment of a qualified voting member by majority vote of the remaining Council whether consisting of a quorum or not and such replacement shall serve until the vacated term is expired.

ARTICLE X. POWERS

SECTION 1. GENERAL POWERS. Except as specifically limited by this Constitution, the powers of the Tribe shall be exercised by the Council and shall include all the inherent powers of a federally recognized tribal government, including but not limited to those specified in this Article, which do not violate Federal or Seldovia tribal law. The Council may authorize an officer to act in specific circumstances.

SECTION 2. INTERNAL PROCEDURES. Consistent with this Constitution, the Council may enact rules to govern its internal procedures and organization and to further define the duties of tribal officers by ordinance or bylaw.

SECTION 3. OTHER COUNCIL POWERS. In addition to all powers vested in the Tribe or the Council by existing law and this Constitution, the Tribe, acting through the Council, shall have the following powers:

(a) To negotiate with Federal, state or local governments and others on behalf of the Tribe and to advise and consult with the representatives of the Secretary of the Interior on all activities which may affect the Tribe.

(b) To promote and protect the health, education and general welfare of the members of the Tribe, and to administer charity and such other services as may contribute to the social and economic development of the Tribe and its members.

(c) To raise revenue.

(d) To encourage, guard and foster traditional cultural practices of the Seldovia Native people, including the arts, crafts, language and customs of the Native people of the Seldovia Village Tribe.

(e) To authorize or direct subordinate boards, committees or officials to administer the affairs of the Tribe and to carry out the directives of the Council.

(f) Except as limited by this Constitution, to manage, lease, exchange, acquire, or otherwise deal with tribal or other property, and to protect and preserve tribal property and the wildlife and natural resources within those areas under the jurisdiction of the Tribe.

(g) To administer any funds within the control of the Tribe.

(h) To engage in economic development enterprises for the benefit of the Tribe or its members.

(i) To regulate child custody and adoption pursuant to the Indian Child Welfare Act or other applicable law, including the establishment of tribal courts or other judicial bodies.

(j) To negotiate agreements with other governments and international agencies not inconsistent with Federal law.

(k) To safeguard and promote the peace, safety, morals, physical and general welfare of the members of the Tribe.

(l) To employ legal counsel, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of the Interior so long as required by Federal law.

(m) To charter enterprises, corporations and associations and to join or charter housing authorities.

(n) To exercise any and all powers heretofore or hereafter delegated by the state or Federal governments.

(o) To enact ordinances, procedures and regulations necessary to give effect to any provision of this Constitution and to exercise any power not contrary to applicable Federal law.

SECTION 4. POWERS RESERVED TO MEMBERSHIP. Except by majority vote of the eligible voters acting through a general membership meeting or a properly called election, no tribal lands, interests in lands or other tribal assets may be sold, leased, encumbered or otherwise disposed.

SECTION 5. WAIVERS. Nothing in this Constitution shall be deemed or construed to be a waiver of the sovereign immunity or jurisdiction of the Seldovia Village Tribe, which may only be waived by express resolution of the Tribal Council, after receiving an affirmative vote of the majority of the entire adult membership, and only to the extent specified in such resolution and permitted by this Constitution and Federal law. Waivers of sovereign immunity or jurisdiction shall not be general but must be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Tribe subject thereto, and to the court having jurisdiction and applicable law. Waiver of the sovereign immunity of the Tribe shall not be deemed a general consent to the levy of any judgment, lien or attachment upon property of the Tribe other than property specifically pledged, assigned or otherwise explicitly subject to levy in the waiver resolution.

SECTION 6. RETAINED POWERS. The retained powers of the Tribe not expressed in this Constitution shall not be lost by omission, but may be exercised by majority vote of the eligible voting members or delegated by the eligible voting members of the Council.

ARTICLE XI. POPULAR PARTICIPATION IN GOVERNMENT

SECTION 1. INITIATIVE. The eligible voting members of the Tribe shall have the right to propose legislation and vote by secret ballot to determine whether it will be adopted or rejected. Upon receipt of a valid petition signed by at least thirty percent (30%) of the eligible voting members, the Council shall call an election to be conducted no later than thirty (30) days after receipt of the petition. An affirmative vote by at least a majority of the voters present or voting shall be required to determine the issues or questions submitted to the voters.

The Secretary of the Interior shall call such an election on a proposed constitutional amendment at the request of either five (5) of the nine (9) Council members or upon a petition by at least thirty percent (30%) of the voting membership eighteen (18) years of age or older.

ARTICLE XVI. ADOPTION

This Constitution, and any amendment to it, when adopted by a majority vote of the voting members of the Seldovia Village Tribe voting at an election called for that purpose by the Secretary of the Interior or his authorized representative in which at least thirty percent (30%) of the voting membership shall vote, shall be submitted to the Secretary of the Interior, or his authorized representative, for approval and shall be effective from the date of such approval or as otherwise authorized by law.

CERTIFICATE OF RESULTS OF ELECTION

Pursuant to a Secretarial election authorized by the Assistant Secretary - Indian Affairs, on October 17, 1991, the Constitution of the Seldovia Village Tribe was submitted to the qualified voters of the Seldovia Village Tribe and on April 3, 1992, was duly adopted/rejected by a vote of 69 for, and 2 against, and -0- cast ballots found spoiled or mutilated, in an election in which at least thirty percent (30%) of the 89 members entitled to vote, cast their ballot in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended.

Chairman, Election Board

Member, Election Board

Member, Election Board

Date: April 3, 1992

CERTIFICATE OF APPROVAL

I, Eddie F. Brown, Assistant Secretary - Indian Affairs, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), as amended, and delegated to me by 230 D.M. 2.4, do hereby approve the Constitution of the Seldovia Village Tribe, Alaska. This approval shall not be construed to validate any assertion that the Seldovia Village Tribe has governmental authority over lands (including management of, or regulation of the taking of fish and wildlife) or persons who are not members of the Village, absent a ruling by a court of competent jurisdiction, an opinion of the Solicitor of the Department of the Interior or an Act of Congress subsequent to the date of this certification which indicates the existence of such authority over lands or non-members.

This Constitution is effective as of this date; PROVIDED, That nothing in this approval shall be construed as authorizing any action under this document that would be contrary to Federal law.

[illegible] - Indian Affairs

Washington, D.C.

Date: MAY 18, 1992

FEDERAL CHARTER OF INCORPORATION

issued by

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

to the

SELDOVIA VILLAGE TRIBE

for the

AUGUSTINE CORPORATION

A Federally Chartered Business Corporation

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RECITALS

WHEREAS, the Congress of the United States has enacted the Indian Reorganization Act of 1934, as amended, 25 U.S.C. 461 *et seq.*, which, in Section 17 thereof (25 U.S.C. 477), authorizes the Secretary of the Interior to issue a federal corporate charter to an Indian Tribe; and

WHEREAS, the Seldovia Village Tribe (the "Tribe") is a federally recognized Indian Tribe and recognized by the Internal Revenue Service as an Indian Tribal Government under the Tribal Governmental Tax Status Act (26 U.S.C. § 7871 *et seq.*).

WHEREAS, the Tribe is governed by the Seldovia Tribal Council (the "Tribal Council") pursuant to the Seldovia Village Tribe Constitution adopted by eligible voters of the Tribe on April 3, 1992 and approved by the Secretary of the Interior on May 18, 1992; and

WHEREAS, on February 12, 2009 the Tribal Council petitioned the Secretary of the Interior to issue a federal charter of incorporation to the Tribe to establish a business corporation as authorized by Section 17 of the Indian Reorganization Act; and

WHEREAS, the Tribal Council has found that the formation of the Augustine Corporation (the "Corporation") pursuant to a § 17 Charter will serve the best interests of the Tribe, its members and its enterprises and will protect the political integrity, economic security and health and welfare of the Tribe and its members by, among other things, 1) creating a legal structure which provides for the segregation of Tribe governmental assets and liabilities from Tribal business assets and liabilities, and 2) creating a legal structure which provides for the segregation of discrete Corporation assets and liabilities into separate Corporation subdivisions, without divesting either the Corporation or the Tribe of the privileges and immunities arising pursuant to their legal status under federal and Tribal law; and

WHEREAS, the Seldovia Village Tribe Constitution does not include an impairment of contracts clause and the Village desires, by and through the § 17 Charter of the Corporation, to provide assurance to business associates that the Corporation may enter into contracts without the Tribe subsequently enacting laws materially impairing such contracts other than as necessary to protect health or safety within the jurisdiction of the Tribe; and

WHEREAS, the terms and provisions of this Charter were approved by the Seldovia Tribal Council on February 12, 2009 pursuant to Resolution No. 2009-03; and

WHEREAS, all of the legal prerequisites to the issuance of this charter have been fulfilled.

NOW, THEREFORE, I, EUGENE VIROEN, Regional Director, Alaska Region, Bureau of Indian Affairs, by virtue of the power conferred upon the Secretary of the Interior by the said Act and delegated to me, do hereby issue this Charter of Incorporation to the Tribe for the Augustine Corporation, to be operative when ratified by the governing body of the Tribe.

ARTICLE I - NAME

The name of the Corporation is the Augustine Corporation.

ARTICLE II - PRINCIPAL OFFICE AND REGISTERED OFFICE

A. Principal Office. The principal office of the Corporation shall be located at 206 Main Street, in Seldovia, Alaska. The Corporation may have such other offices as the Board of Directors of the Corporation (the "Corporate Board") may designate or as the business of the Corporation may require from time to time.

B. Registered Office. The registered office of the Corporation may be, but need not be, identical with the principal office of the Corporation. The registered office may be changed from time to time by the Corporate Board.

C. Situs of Transactions. Any business transaction executed by the Corporation shall be deemed to occur on Tribal land unless no incident of such transaction occurs on Tribal lands.

ARTICLE III - AUTHORITY FOR CHARTER

The Corporation is organized, incorporated and chartered under the laws of the United States as a federally chartered Tribal business corporation under 25 U.S.C. § 477, as amended, and shall have the powers, privileges and immunities granted by that statute embodied in this Charter.

ARTICLE IV - STATUS OF CORPORATION

A. The Corporation is a legal entity wholly owned by the Tribe, but is a distinct and separate entity from the Tribe. The activities, transactions, obligations, liabilities and property of the Corporation are not those of the Tribe; provided, that the Corporation may act on behalf of the Tribe in the circumstances and to the extent specified in Section VIII.G.(ii).

B. Nothing in this Charter of Incorporation shall be deemed to waive, or to permit the Corporation to waive, the sovereign immunity of the Tribe.

C. The Corporation shall have the same immunity from taxation under Federal law as the Tribe, but shall be subject to Tribal taxes where applicable.

D. The Corporation shall be subject to Tribal law, provided, however, that no valid legal contract between the Corporation and any non-Tribal person or entity, and no non-Tribal person or entity which enters into any such contract with the Corporation, shall be subject to any Tribal law enacted subsequent to the execution of such contract to the extent such subsequent Tribal law is held by a court of competent jurisdiction to effect a material impairment of such contract and to have a primary purpose other than protecting health or safety within the jurisdiction of the Tribe.

ARTICLE V - OWNERSHIP OF THE CORPORATION

A. The Corporation shall be wholly owned by the Tribe for the benefit of the Tribe and its members.

B. The Tribe shall be the sole owner of the Corporation. No individual or legal entity other than the Tribe shall acquire any shares in the Corporation and no interest in the Corporation may be voluntarily or involuntarily sold, transferred, pledged or hypothecated.

C. All rights of the Tribe as owner of the Corporation shall be exercised by the Tribal Council in accordance with this Charter and applicable Tribal law. No individual member of the Tribal Council or individual member of the Tribe or any other person whomsoever shall be recognized as acting as or on behalf of the Tribe as owner.

D. The sole right and authority to represent the Tribe as owner of the Corporation shall be vested in the Tribal Council. Matters within the scope and legal authority of the Tribe as owner of the Corporation shall only be decided by the Tribal Council.

ARTICLE VI - DURATION OF CORPORATION

The duration of the Corporation is perpetual, or until this Charter is revoked or surrendered by Act of Congress, pursuant to 25 U.S.C. § 477, as amended.

ARTICLE VII - CORPORATE PURPOSES

The purposes for which the Corporation is organized are:

A. To engage in, carry on and conduct any type of lawful business, enterprise or venture in which federal corporations chartered pursuant to 25 U.S.C. § 477, as amended, may engage;

B. To provide for the efficient and effective utilization of the resources of the Tribe in a manner which protects the long-term interests of the Tribe;

C. To promote the economic development of the Tribe;

D. To accomplish the segregation of Tribal assets and liabilities from the Corporation's assets and liabilities; and

E. To provide a vehicle for the Tribe to accomplish the financing of projects used by the Tribe in the circumstances and to the extent specified in Section VIII.G.(ii).

ARTICLE VIII - CORPORATE POWERS

Subject to applicable federal law, the Corporation is authorized and empowered to exercise the following powers:

A. To conduct its business or carry on its operations within or without the boundaries of the reservation of the Tribe.

B. 1. In accordance with this paragraph, to sue or to agree to be sued in its corporate name, but not the name of the Tribe, in courts of competent jurisdiction or to have claims against it resolved through arbitration. In granting the Corporate Board this power to be sued, the Traditional Council does not intend to waive the Corporation's sovereign immunity from suit. Rather, the Traditional Council hereby authorizes the Corporate Board, and no other corporate officer, employee or agent, to authorize waivers of the Corporation's sovereign immunity as set out herein. Waivers of the Corporation's sovereign immunity from suit must be considered by the Corporate Board on a transaction by transaction basis. Such waivers shall be limited to the extent of assets specifically pledged by the Corporate Board for that transaction. In order to waive the Corporation's sovereign immunity, the Corporate Board must take official action by a written authorizing resolution enacted by the Corporate Board on each proposed waiver and by resolution set the conditions, terms, and limits of the Corporation's waiver of immunity for that transaction. Nothing in this Charter shall be construed, interpreted or implied to have waived the sovereign immunity of the Corporation except as explicitly set out above.

2. Notwithstanding the previous paragraph B.1, the Corporation is organized for profit and expressly waives any sovereign immunity it may have and agrees to sue or be sued in any United States Federal Court for all matters relating to any Small Business Administration (SBA) program, including, but not limited to, the SBA 8(a) Business Development (BD) program participation, loans, and contract performance.

Nothing in this Charter shall be construed, interpreted or implied to have waived the sovereign immunity of the Corporation except as explicitly set out above.

C. To purchase, take by gift, bequest, lease or otherwise and to own, hold, manage, operate, use and otherwise deal in and with real or personal property of every description or any interest therein, wherever situated, including the power to purchase land and issue in exchange therefore interests in corporate property; provided, that the title to any real property acquired by the Corporation may be put into federal trust status for the Tribe whenever possible under federal law.

D. To sell, convey, mortgage, assign, pledge, lease as lessor or lessee, exchange, transfer or otherwise dispose of all or any part of its corporate property or assets in accordance with Tribal law and this Charter; provided, that the Corporation has no authority to sell, mortgage or lease as lessor any property of the Tribe without the express consent of the Tribal Council given in the specific instance; provided further, that the previous exception shall not prevent the Corporation from mortgaging or subleasing any leasehold interest that the Corporation may have as lessee of any property of the Tribe; provided

further, that in no event may the Corporation lease any property of the Tribe, or any Corporation interest therein, for a term or terms longer than that permitted by law, including the regulations at 25 C.F.R. Part 162, as those laws now read or as they, or any successor laws, may read in the future.

E. To create subdivisions of the Corporation for the purpose of legally segregating the assets and liabilities of discrete business endeavors of the Corporation regardless of common directorship; provided that each such subdivision shall have the rights and privileges granted by and be subject to the limitations of this Charter.

F. To enter into and make contracts of every kind and nature with any person, firm, association, corporation, municipality, nation, Indian Tribe, Alaska Native Tribe, state or body politic, without the approval of the Tribe or the Secretary of the Interior, except when Tribal law or the use of trust or federally-restricted Indian property requires such approval.

G. (i) Subject to the limitations imposed by Section B of this Article, to incur debts and raise, borrow and secure the payment of any money on its own behalf in any lawful manner, including the issue and sale or other disposal of stocks, bonds, indentures, obligations, negotiable and transferable instruments and evidence of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust or otherwise, without the approval of the Tribe or the Secretary of the Interior, except when Tribal law or the use of trust or federally-restricted Indian property requires such approval.

(ii) The Corporation is also empowered to borrow money or incur indebtedness on behalf of the Tribe, provided, however, any such borrowing shall be subject to the following restrictions:

1. any such borrowing shall be to finance or refinance property used or to be used by the Tribe in the provision of an essential governmental function within the meaning of Section 7871 of the Internal Revenue Code of 1986, as amended;

2. each such borrowing shall be approved by the Tribal Council prior to its incurrence;

3. each such borrowing shall be payable solely from (a) that property and income identified and pledged thereto by the Corporate Board pursuant to Section B of this Article, whether or not such property or income is derived from property financed in whole or in part with the proceeds of such borrowing, or (b) all or any part of the revenues of the Tribe

specifically allocated to the corporation by the Tribal Council for the purpose of paying or securing such borrowing; and

4. no such borrowing shall create an obligation of the Tribe or constitute a waiver of the sovereign immunity of the Tribe, nor shall the Tribe be liable thereon other than to the extent specifically provided in accordance with this Section G.(ii), and such limitation shall be expressly stated in each such borrowing.

H. To apply for, obtain, register, purchase, lease or otherwise acquire, own, hold, use, operate and introduce, and to sell, assign or otherwise dispose of any trademark, trade name, patent, invention, improvements and processes used in connection with or secured under letters patent, and to use, exercise, develop, grant and give licenses in respect thereto.

I. To apply for, purchase or acquire by assignment, transfer or otherwise, and to exercise, carry out and enjoy any license, power, authority, franchise, concession, right or privilege which any government or authority or any corporation or other public body may be empowered to enact, make, or grant, and, subject to the limitations imposed by Section B of this Article, to pay for and to appropriate any of the Corporation's assets to defray the necessary costs, charges and expenses thereof.

J. To distribute all revenues of the Corporation to: (i) defray corporate obligations, including Tribal taxes; (ii) make dividend payments to the Tribe as owner of the Corporation; and (iii) establish and invest in a suitable capital reserve fund; provided, that the Corporate Board shall endeavor at all times to manage and operate the Corporation with the objective of minimizing expenses and maximizing benefit to the Tribe.

K. To employ or appoint employees and agents of the Corporation and define their duties and fix their compensation.

L. To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so lent and invested.

M. To adopt and amend bylaws for the regulation of the internal affairs of the Corporation ("Corporate Bylaws") consistent with this Charter without the approval of the Secretary of the Interior.

N. To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its directors, officers and employees.

O. To obtain a certificate of authority to transact business in any of the United States as a foreign corporation and to comply with applicable state law governing foreign corporations.

P. To have and exercise all lawful powers incidental, necessary or convenient to effect any or all of the purposes for which the Corporation is organized.

ARTICLE IX - LIMITATIONS ON CORPORATE POWERS

A. The Corporation shall have no power:

1. To enter into any agreement of any kind on behalf of the Tribe, either expressly or by implication, other than in the circumstances and to the extent specified in Section VIII.G.(ii);

2. To pledge the credit of the Tribe;

3. To dispose of, assign, pledge, or otherwise encumber real or personal property of the Tribe other than the Corporation's interests therein;

4. To waive any right, privilege or immunity of, or release any obligation owed to, the Tribe; or

5. To enter into any sublease or other encumbrance or instrument respecting lands leased to the Corporation by the Tribe without the express written approval of the Tribal Council.

B. Nothing in this Charter, and no action taken by the Corporation pursuant to this Charter, shall be construed as permitting, recognizing, or granting any state or any political subdivision thereof any regulatory jurisdiction or taxing jurisdiction over the property or activities of the Corporation or its employees located within the boundaries of the Tribal lands.

ARTICLE X - OWNER OF THE CORPORATION

A. Sole Owner; Owner Action. The sole owner of the Corporation is the Tribe; the owner shall be represented by and act through the Tribal Council pursuant to Tribal law.

B. Voting. At all meetings of the owner relative to the Corporation, the members of Tribal Council shall, where applicable, act in their capacity as the representatives of the sole owner of the Corporation and not in their capacity as members of the Corporate Board. The decision of the Tribal Council, by majority vote of those voting at any duly called and

noticed meeting at which a quorum of the Tribal Council is present, shall be the decision of the Tribal Council in exercise of its authority as representative of the sole owner of the Corporation.

ARTICLE XI - CORPORATE BOARD OF DIRECTORS

A. Management Authority. The business affairs of the Corporation shall be managed exclusively by the Corporate Board. The Tribal Council shall have no authority to direct the business affairs of the Corporation, except through its status as the representative of the owner of the Corporation and as provided in this Charter.

B. Number. The Corporate Board shall consist of five (5) voting members:

1. The Tribal Council, as Incorporators of this Corporation, shall appoint the first Corporate Board; and

2. The Corporate Board shall select and nominate subsequent Directors subject to final approval by the Tribal Council; and

3. The Corporate Board and the Council may give preference in the appointment of Directors to persons who have a commitment to Tribal economic development and backgrounds, experience and expertise in related or relevant areas of business, finance or merchandising. The majority of Corporate Board members shall be Tribal members.

C. Term. The term of Directors shall be established in the Bylaws, provided that the term shall not exceed three (3) years. Terms of Corporate Board members may be adjusted to provide staggered terms.

D. Duties of Corporate Directors. The Corporate Board shall manage the general affairs and business of the Corporation. The Corporate Directors shall in all cases act as a Board, regularly convened, by a majority vote, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper as long as such rules or regulations are not inconsistent with this Charter, the Corporate Bylaws and applicable Tribal or federal law. A Corporate Director's duties shall be performed in good faith, in a manner the Corporate Director believes to be in or not opposed to the best interests of the Corporation, and with such care as an ordinarily prudent person would use under similar circumstances in a like position. In performing such duties, a Corporate Director shall be entitled to rely on factual information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1. one or more officers or employees of the Corporation whom such Corporate Director reasonably believes to be reliable and competent in the matters presented;

2. legal counsel, public accountants or other persons as to matters which such Corporate Director reasonably believes to be within such person's professional or expert competence; or

3. a committee of the board upon which such Corporate Director does not serve, duly designated in accordance with a provision of the Corporate Bylaws, as to matters within its designated authority, which committee such Corporate Director reasonably believes to merit confidence; provided, that a Corporate Director shall not be considered to be acting in good faith if such Corporate Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

E. Liability of Corporate Directors. A Corporate Director shall not be personally liable to the Corporation or to the owner of the Corporation for monetary damages for breach of fiduciary duty as a Corporate Director unless:

1. the Corporate Director has breached or failed to perform the duties of the Corporate Director's office as provided in Section XI.D., and

2. the breach or failure to perform constitutes willful misconduct or recklessness.

F. Corporate Board Meeting. The regular annual meeting of the Corporate Board shall be held in Seldovia, Alaska. Regular or special meetings of the Corporate Board may be called upon the request of the Chairperson or of any two Corporate Directors.

G. Notice of Meetings. Notice of meetings, other than the regular annual meeting, shall be given by service upon each Corporate Director in person orally at a preceding meeting, telephonic notice (to the Corporate Director in person or voicemail box), electronic notice by email (if mailing to the last known email address of the Corporate Director on file), by facsimile, or by mailing to the last known post office address of the Corporate Director (with an additional notice by phone or a copy by email or facsimile), at least three days before the date therein designated for such meeting, including the day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting. No business other than that specified in such notice shall be transacted at any special meeting.

H. Quorum. A quorum of the Corporate Board for the purpose of conducting business shall consist of a majority of the full board. The Chairperson shall count towards the establishment of a quorum. In the event of a quorum not being present, a lesser number may adjourn the meeting from time to time without further notice.

I. Voting. At a meeting of the Corporate Board, each Corporate Director, including the Chairperson, shall have one vote.

J. Meeting Options. Except as otherwise restricted by the Corporate Bylaws, members of the Corporate Board or any committee designated thereby may participate in a meeting of the Corporate Board or committee by means of a conference telephone call or similar communications equipment by which all persons participating in the meeting can hear each other at the same time; participation by such means shall constitute presence in person at a meeting. Except as otherwise restricted in the Corporate Bylaws, any action required or permitted to be taken at a meeting of the Corporate Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Corporate Directors, and the consent shall have the same effect as a unanimous vote.

K. Presumption of Assent. A Corporate Director who is present at a meeting of the Corporate Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless such dissent shall be entered in the minutes of the meeting or unless the Corporate Director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Corporate Director who voted in favor of such action.

L. Corporate Director Compensation. Corporate Directors shall receive such expense reimbursement, salary or compensation as may be determined by the Corporate Board as provided in the Corporate Bylaws.

M. Resignation and Removal of Corporate Directors. Corporate Directors seated pursuant to Section B of this Article shall be subject to removal from office by the Tribal Council for:

1. failing to attend more than three consecutive regularly scheduled properly noticed meetings; unless, a non-interested majority of the Corporate Directors specifically consent to the absence or missed vote; or,

2. gross misconduct; or

3. becoming physically or mentally incapable of performing his or her duties.

Any member of the Corporate Board seated pursuant to Section B of this Article and subject to removal shall, before a vote is taken, be provided at least ten days in advance with a detailed written notice of the charges against him or her and with a fair opportunity to reply to such charges and present evidence on his or her behalf at an open hearing of the Tribal Council called for that purpose. At least five (5) members of the Tribal Council must vote in favor of removal in order for such removal to be valid.

N. Vacancies. Whenever any vacancy shall occur in the Corporate Board by death, resignation, removal or otherwise, the same shall, as applicable, be filled either by the filling of the corresponding vacancy by appointment by: (i) the Corporate Board subject to final approval by the Tribal Council; or (ii) the Tribal Council, if the Corporate Board is unable to fill such vacancy by appointment for any reason.

ARTICLE XII - OFFICERS

A. Number and Positions. The officers of the Corporation shall be the Chairperson, the Vice-Chairperson, the Secretary, and the Treasurer. Any two or more offices may not be held by the same person, except the offices of the Secretary and Treasurer may be combined together. The Corporate Board may, by resolution, add additional officer positions at any time and appoint persons to fill such positions.

B. Election. All officers of the Corporation shall be elected annually by the Corporate Board at its annual meeting, and shall hold office for the term of one year or until their successors are duly elected.

C. Initial Officers. The initial officers of the Corporation, other than the initial Chairperson, shall be selected by the Corporate Board within twenty (20) days of the appointment of the initial Corporate Board under Section XI.B. The initial Chairperson shall be selected by Tribal Council.

D. Duties of Officers. The duties and powers of the officers of the Corporation shall be as provided in the Corporate Bylaws.

E. Compensation. The officers shall receive such expense reimbursement, salary or compensation as may be determined by the Corporate Board.

F. Resignation and Removal of Officers. Any officer may resign his or her position as an officer of the Corporation (without, if applicable, resigning as a Corporate Director) at any time by giving written notice to the Chairperson of the Corporate Board.

Such resignation shall be effective on the date specified in the notice. Any one or more of the officers may be removed either with or without cause, at any time, by a majority vote of the Corporate Board, at any special meeting called for that purpose or at the annual meeting.

G. Vacancies. All vacancies in any office shall be filled by the Corporate Board for the unexpired portion of the term without undue delay, at its regular meeting or at a meeting specially called for that purpose.

ARTICLE XIII - INDEMNIFICATION

A. The Corporation may, in the discretion of the Corporate Board, fully or in part indemnify any current or former Corporate Director, officer or employee against reasonable expenses actually and necessarily incurred by such person in connection with the defense of any action, suit, or proceeding in which such person is made a party by reason of being, or having been, such Corporate Director, officer or employee of the Corporation, and the reasonable costs of settlement of any such action or proceeding, if a majority of Corporate Board members not seeking indemnification or otherwise involved in the controversy shall determine in good faith that:

1. such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; and

2. any legal fees paid or any settlements made are reasonable; and

3. the person seeking indemnification did not act beyond the scope of his or her employment or office; and

4. it is in the best interests of the Corporation that indemnification be made.

ARTICLE XIV - DIVIDENDS

A. The Corporate Board may declare dividends from the surplus profits of the Corporation whenever, in its opinion, the condition of the Corporation's affairs will render it expedient for such dividends to be declared; provided, that no distribution may be made if either:

1. the Corporation would not be able to pay its debts as they become due in the usual course of its business; or

2. the Corporation's total assets would be less than the sum of its total liabilities.

B. All dividends declared by the Corporate Board shall be paid to the Tribe as the owner of the Corporation.

ARTICLE XV - REPORTS TO OWNER

A. The Corporation shall maintain its financial records in conformity with generally accepted accounting principles.

B. No less frequently than annually, the Corporate Board shall report in writing to the Tribal Council on the financial and operating condition of the Corporation, including the assets and liabilities of the Corporation and the official actions of the Corporation's officers.

C. The Corporate Board shall prepare a Business Plan and submit it to the Tribal Council for review and approval not less than thirty (30) days prior to the beginning of each fiscal year.

D. The financial and operating records of the Corporation shall at all reasonable times be open to inspection by the Tribal Council and its authorized agents.

E. The Corporation shall, within one-hundred twenty (120) days following the close of the Corporation's fiscal year, submit to the Tribal Council an audited financial statement showing the status of the Corporation as of the last day of the Corporation's fiscal year.

ARTICLE XVI - DISSOLUTION AND REVOCATION

A. After issuance of this Charter by the Secretary of the Interior and ratification by the Tribal Council, the Corporation may be dissolved and this Charter revoked only as provided in this Article.

B. The Corporation may be dissolved and this Charter revoked by the act of the Corporation as follows:

1. The Corporate Board shall adopt a resolution recommending that the Corporation be dissolved and this Charter be revoked and directing that the question of dissolution be submitted to a vote at a meeting of the Tribal Council, which may be either an annual or special meeting.

2. Written notice shall be given to the Tribal Council in the manner provided in applicable Tribal law for giving notice of meetings of the Tribal Council, and shall state that the purpose, or one of the purposes,

of the meeting is to consider the advisability of dissolving the Corporation and revoking this Charter.

3. At the meeting, a vote shall be taken on a resolution to dissolve the Corporation.

4. Upon adoption of the resolution, a statement of intent to dissolve shall be executed by the Corporation by its Chairperson or Vice-Chairperson and by its Secretary and verified by one of the officers signing the statement, and shall be delivered to the Secretary of the Interior.

5. Upon filing of the statement of intent to dissolve with the Secretary of the Interior, the Corporation shall cease to carry on its business, except insofar as necessary for the winding up thereof, but its corporate existence shall continue until this Charter is revoked by act of Congress.

6. After filing the statement of intent to dissolve, the Corporation shall immediately cause notice thereof to be mailed to each known creditor of the Corporation and shall proceed to collect its assets, pay, satisfy and discharge its liabilities and obligations and do all other acts required to liquidate its business and affairs, and, after paying or adequately providing for the payment of all its obligations, distribute the remainder of its assets, either in cash or in kind, to the Tribe.

7. By resolution of the Corporate Board or by resolution adopted by the Tribal Council at any time prior to revocation of this Charter by act of Congress, the Corporation may revoke any voluntary dissolution proceedings. Written notice of the revocation shall be filed with the Secretary of the Interior. Upon filing of the notice of revocation of voluntary dissolution proceedings, the revocation shall be effective and the Corporation may again carry on its business.

8. If voluntary dissolution proceedings have not been revoked, when all debts, liabilities and obligations of the Corporation have been paid and discharged, or adequate provision has been made therefore, and all of the remaining property and assets of the Corporation have been distributed to the Tribe, the Tribe shall take all actions necessary to obtain an act of Congress revoking this Charter and dissolving the Corporation.

ARTICLE XVII - AMENDMENTS

A. The authority to petition for amendments to this Charter is vested in the Tribal Council, but such amendments shall have no legal effect until approved by the Secretary of the Interior and ratified by the Tribal Council in accordance with 25 U.S.C. § 477, as amended, and in accordance with applicable Tribal law.

B. The Corporate Board may request the Tribal Council to petition the Secretary of the Interior for amendments to this Charter, but the final decision on submitting any such petition shall be made by the Tribal Council.

ARTICLE XVIII - CERTIFICATE OF APPROVAL

I, Eugene Virden, Regional Director, Alaska Region, Bureau of Indian Affairs, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 477), as amended, and delegated to me by 209 D.M. 8.1, do hereby approve this Federal Charter of Incorporation for use by the Seldovia Village Tribe and its enterprise, Augustine Corporation. It shall become effective upon ratification by the Seldovia Tribal Council; provided, that nothing in this approval shall be construed as authorizing any action under this document that would be contrary to Federal law.

Regional Director, Alaska Region,
Bureau of Indian Affairs

Date: 1-28, 2010